

# REQUEST FOR TENDERS (RFT)

## DISPOSAL OF SPIN BIKES - DOONE KENNEDY HOBART AQUATIC CENTRE

Reference  
No: P24/9

**ISSUE DATE:** WEDNESDAY, 17 APRIL 2024

**CLOSING TIME AND DATE:** 3.00PM, FRIDAY, 3 MAY 2024

(TASMANIAN TIME)

**PLACE FOR TENDER  
LODGEMENT:**

<https://portal.tenderlink.com/hobartcitycouncil>

**OR**

online at

[https://www.surveymonkey.com/r/DKHAC\\_Spin\\_bikes\\_for\\_sale](https://www.surveymonkey.com/r/DKHAC_Spin_bikes_for_sale)

**OR**

Clearly marked with the tender title and tender number (above) and deposited in the Tender Box located in the Customer Services area, Hobart Council Centre, 16 Elizabeth Street, Hobart, Tasmania.

## Notice to Tenderers

### 1. Contact Officer

The Contact Officer nominated for this Tender is:

<b>POSITION</b>	Manager Rates, Procurement and Risk
<b>NAME</b>	Lara MacDonell
<b>EMAIL</b>	<a href="mailto:coh@hobartcity.com.au">coh@hobartcity.com.au</a>
<b>PHONE</b>	03 – 6238 2163

### 2. Inspection of the Equipment Offered for Sale

The equipment offered for sale under this RFT will be available for inspection as follows:

<b>AT THE FOLLOWING TIMES</b>	Saturday, 20 April 2024 from 1pm - 2pm Monday, 22 April 2024 from 6:30pm – 7:30pm Friday, 26 April 2024 from 11:30am – 12:30pm Sunday, 28 April 2024 from 8:30am – 9:30am
<b>LOCATION</b>	Doone Kennedy Hobart Aquatic Centre, Davies Avenue, Queens Domain, Tasmania

### 3. Issued Documents

Tenderers are advised that the following documents have been issued as part of this RFT.

<b>RFT:</b>	<b>P24/9 – Disposal of Spin Bikes - Doone Kennedy Hobart Aquatic Centre</b>
<b>1</b>	This Request for Tender
<b>2</b>	City of Hobart Tender Form
<b>3</b>	Appendix A - Photograph of Chrono Power Spinning Cycle Spin Bike

***Electronic responses to this RFT must be submitted in a format which is compatible with Microsoft Office 2013, or in PDF format unless otherwise advised.***

Documents may be obtained via Council's e-Tendering service

<https://portal.tenderlink.com/hobartcitycouncil> or by contacting the Contract Officer on the details above or online from: <https://www.hobartaquaticcentre.com.au/DKHAC-Spin-Bikes-for-sale>

## Conditions of Tendering / Conditions of Sale

### 1. Definitions

In this RFT, unless the context requires otherwise:

<b>Closing Time</b>	Means 3.00pm, Friday, 3 May 2024 (Tasmanian time)
<b>Council</b>	means the Hobart City Council (t/a City of Hobart) and, where context permits, its employees and assigns.
<b>Request for Tenders (RFT)</b>	means the documents inviting Tenderers to offer to purchase the equipment described in the RFT from the Council submitting a Tender in accordance with these Conditions of Tendering.
<b>Tender</b>	means the documents constituting an offer by the Tenderer to purchase the equipment described in this RFT.
<b>Tender Form</b>	Means the City of Hobart Tender Form issued as part of this RFT or the online bidding form available from: <a href="https://www.surveymonkey.com/r/DKHAC_Spin_bikes_for_sale">https://www.surveymonkey.com/r/DKHAC_Spin_bikes_for_sale</a>
<b>Tenderer</b>	means a party which offers to purchase the equipment described in this RFT.

### 2. Background

This RFT is for the sale of thirty one (31) spin bikes currently installed and used at the Doone Kennedy Hobart Aquatic Centre gym.

The Doone Kennedy Hobart Aquatic Centre is upgrading its fitness equipment, and as part of this process, the City is offering the high-quality spin bikes for sale via submission.

These spin bikes have been meticulously maintained and are in excellent condition, providing you with the perfect opportunity to enhance your home gym or fitness facility. Whether you are a fitness enthusiast, gym owner, or personal trainer, these spin bikes offer a fantastic way to elevate your workouts and achieve your fitness goals.

The Spinner® Chrono™ Power distances itself from the pack of indoor cycles that measure power by offering a hassle-free experience for operators, instructors and riders alike, all while staying true to the iconic feel of a Spinner® bike. With direct power measurement, patent-pending magnetic resistance and the brightest console back light in the industry -- with no batteries to change--the Spinner Chrono Power bike will exceed expectations.

This spinning bike is very popular and used by all individuals which covers a broad range of fitness levels from Beginners to Elite Professional Athletes!

**Appendix A** shows photographs of the cycles.

### 3. Hobart City Council Code for Tenders and Contracts

The Hobart City Council Code for Tenders and Contracts applies to this RFT. It contains a statement of procurement ethics and practices when dealing with the Hobart City Council.

The Code can be downloaded from <http://www.hobartcity.com.au/council/procurement>

### 4. Hobart City Council e-Tendering Portal Website

<https://portal.tenderlink.com/hobartcitycouncil> is the e-tendering portal website for the Hobart City Council. If using the e-Tendering portal website to lodge a Tender, in order to receive notices in

relation to this RFT, the Tenderer must first register with <https://portal.tenderlink.com/hobartcitycouncil> and download all of the documents posted in relation to this RFT.

If the Tenderer experiences any difficulty in registering to obtain documents and notices or lodging its Tender via the Hobart City Council e-tendering portal website, the Tenderer must immediately contact the tenderlink.com support desk on 1800 233 533 between the hours of 8.30am and 5.00pm Monday to Friday.

If using the City's e-tendering portal website to lodge a tender is strongly recommended that the Tenderer lodges its Tender during the times that the tenderlink.com support desk is available. Council personnel cannot respond to technical and other enquiries concerning operation of the Hobart City Council e-tendering portal website.

## 5. Request for Clarification and Further Information

**All requests:**

- **for clarification of a document forming part of the RFT;**
- **for additional information; and**
- **regarding other enquiries in connection to this RFT,**

**must be made via the online forum provided for the RFT at the Hobart City Council e-tendering portal website or by contacting the Contract Officer nominated for this Tender at least 3 days prior to the Closing Time.**

This is to allow sufficient time for a response and information to be provided to all parties that have requested or downloaded the RFT documentation.

**Unauthorised contact in relation to this RFT with any Council officer or agent of the Council may, without limitation or exception, result in the Tenderer's disqualification from further participation in the Tender process and may render invalid any Tender submitted by the Tenderer.**

## 6. Closing Time

Tenders must be lodged in compliance with the lodgement conditions and instructions given in these Conditions of Tendering and must be received in the Hobart City Council Tender Box located in the customer services area of the Hobart Council Centre, 16 Elizabeth Street, Hobart, Tasmania or the electronic tender box located at the Hobart City Council e-tendering portal website or online to [https://www.surveymonkey.com/r/DKHAC\\_Spin\\_bikes\\_for\\_sale](https://www.surveymonkey.com/r/DKHAC_Spin_bikes_for_sale) by the Closing Time.

Any Tender which is not submitted by the Closing Time will not be accepted.

At any time before the Closing Time, the Council may, by issuance of a notice to all persons who have downloaded or received the Tender documents, extend the Closing Time.

## 7. Explanation of the Tender Documents

### *Tender Documents Issued*

The documents upon which Tenderers are to Tender are set out in the Notice to Tenderers and also include:

- Addenda and notices; and
- Any other documents issued by the Contact Officer on Council's behalf for the purpose of tendering.

### *Conditions of Tendering / Conditions of Sale*

The Conditions of Tendering provide the conditions under which the Council will receive and evaluate Tenders. Any Tender which is not lodged in accordance with the Conditions of Tendering may be rejected.

The Conditions of Tendering also specify the conditions under which the equipment is offered for sale, alternative conditions or qualified Tenders will not be considered.

### *Tender Form*

The Tender Form is a mandatory form that must be completed by the Tenderer, and which must be submitted with the Tender or used to enter a bid for a spin bike/bikes online from: [https://www.surveymonkey.com/r/DKHAC\\_Spin\\_bikes\\_for\\_sale](https://www.surveymonkey.com/r/DKHAC_Spin_bikes_for_sale).

The Tender Form must not be modified other than as required to submit a conforming Tender.

A Tender that is submitted not using the Tender Form supplied, or which is submitted using a Tender Form which contain unauthorised modifications may be rejected without consideration.

### *Discrepancies in Tender Documents*

The Tenderer must notify the Contact Officer in writing before the Closing Time if it discovers any inconsistency, discrepancy, error or omission in one or more of the documents issued in relation to this RFT.

### *Addenda*

The Council may vary this RFT by advising all parties that have downloaded or received the RFT documents in writing.

The Tenderer must acknowledge receipt of addenda issued in relation to the Request for Tenders by signing and dating each Notice of Addendum as indicated and ensuring that it is submitted with the Tender.

### *No Warranty as to Accuracy*

The Council does not warrant the accuracy of the content of the RFT and the Council is not liable for any omission in the RFT.

## **8. Nature of Tender**

The Tender must be in the form of a lump sum.

## **9. Format of Tender**

The Tenderer must ensure that the Tender is:

- successfully lodged in a sealed envelope and clearly marked with the tender title and tender number in the Hobart City Council Tender Box located in the customer services area at the Hobart Council Centre, 16 Elizabeth Street, Hobart, Tasmania or by uploading the Tender submission to the specified tender box located at <https://portal.tenderlink.com/hobartcitycouncil> or by submitting it online to made online at [https://www.surveymonkey.com/r/DKHAC\\_Spin\\_bikes\\_for\\_sale](https://www.surveymonkey.com/r/DKHAC_Spin_bikes_for_sale) before the Closing Time;
- lodged in accordance with the lodgement requirements given in these Conditions of Tendering;
- lodged using the Tender Form provided;
- not altered except as required by these Conditions of Tendering; and
- inclusive of all the information requested in the Conditions of Tendering and elsewhere in the RFT.

## 10. Tender Validity Period

A Tender is an irrevocable offer to purchase the equipment from the Council and must remain valid and open to acceptance until it is accepted or rejected or otherwise dealt with by the Council.

## 11. Tender Acceptance

A Tender will not be deemed to have been accepted unless written notification of acceptance of the Tender ("Letter of Acceptance") is handed to the Tenderer or is posted to or is emailed to or is left at the Tenderer's address stated in the Tender Form for service of notices.

## 12. Lodgement Conditions and Instructions

### *Compliance with the Conditions of Tendering*

In order to be eligible for consideration a Tender must be lodged in full compliance with the Conditions of Tendering.

Failure on the part of the Tenderer to comply with the Conditions of Tendering may result in rejection of the Tender without further consideration.

### *Lodgement of Tender*

#### **PLACE FOR LODGEMENT**

Offers can be made online at [https://www.surveymonkey.com/r/DKHAC\\_Spin\\_bikes\\_for\\_sale](https://www.surveymonkey.com/r/DKHAC_Spin_bikes_for_sale)

or lodged in a sealed envelope and **clearly marked with the tender title and tender number** in the Hobart City Council Tender Box located in the customer services area of the Hobart Council Centre, 16 Elizabeth Street, Hobart

or lodged using the electronic tender box made available for the tender via Council's electronic tendering service <https://portal.tenderlink.com/hobartcitycouncil> by the closing time and date.

The Council may, at its absolute discretion, decline to accept submission by any means other than the nominated electronic, online and physical tender box.

#### **LODGEMENT CONDITIONS**

The Tenderer acknowledges that the Council does not provide or maintain the Hobart City Council e-tendering portal website and agrees that the Council will not be liable to the Tenderer for any:

- failure in the Hobart City Council e-tendering portal website; or
- failed, rejected, incorrect or incomplete lodgement; or
- lateness of the Tender arising from the Tenderer's use of the Hobart City Council e-tendering portal website.

The Tenderer releases the Council and its staff from, and indemnifies them against, all claims that arise due to the Tenderer's use of the Hobart City Council e-tendering portal website.

The Tenderer agrees:

- to follow all instructions provided on the Hobart City Council e-tendering portal website and accepts that failure to do so will, in all likelihood, result in the incorrect, incomplete or failed lodgement of the Tender, rendering it liable to rejection;
- the date and time appearing on the Hobart City Council e-tendering portal website will be used to ascertain the conclusive date and time at which lodgement of the Tender was completed;
- it will comply with all of the terms and conditions contained on the Hobart City Council e-tendering portal website;

- it will ensure that its computer infrastructure, including browser revisions and operating system, meet the minimum standards required to register on, access and use the Hobart City Council e-tendering portal website; and
- it will inform itself concerning all registration requirements, security measures and other aspects of the Hobart City Council e-tendering portal website operating environment.

The Tenderer accepts that the Council:

- does not warrant that it will be possible for the Tenderer to successfully lodge a Tender using the Hobart City Council e-tendering portal website;
- does not provide the Tenderer with a warranty or other guarantee as to the security and integrity of the Hobart City Council e-tendering portal website;
- will not take responsibility for any problems arising from the Tenderer's use of the Hobart City Council e-tendering portal website; and
- will not be obliged to make any special provisions for a Tenderer who refuses or is unable to access or use the Hobart City Council e-tendering portal website.

### **LATE TENDERS**

It is the Tenderer's responsibility to ensure that its Tender is lodged in the correct tender box by the Closing Time.

The Council will not be liable to any Tenderer for a failed, incomplete or disallowed Tender submission due to the electronic tender box closing prior to the Tenderer's finalisation of the uploading of its Tender.

Late Tenders will not be accepted.

## **13. Conditions of Sale**

### *The equipment is sold without warranty*

The Tenderer acknowledges and agrees that the equipment is offered for sale entirely on an "AS IS WHERE IS BASIS" and accepts without limitation that the Council does not make any warranty or guarantee (implied or express) as to the condition, fitness-for-purpose, serviceability or operability, functionality, performance or suitability of the equipment.

### *The equipment is sold without manuals or instructions or service history*

The Tenderer acknowledges and agrees that the equipment is offered for sale without any operating and/or maintenance manuals or instructions or recommendations or service or maintenance history.

### *The equipment offered for sale is limited to the items which may be inspected*

The Tenderer acknowledges that, despite and description, photographic or diagrammatic representation or the like provided by Council, the equipment is offered for sale under this RFT is limited to those items deemed by Council to be obsolete or surplus to Council's requirements and made available for inspection for the purposes of this RFT at the Doone Kennedy Hobart Aquatic Centre.

### *Tenderer to acquire information*

The Tenderer must and will be deemed to have:

- Inspected the equipment prior to submitting the Tender;
- Carried out all necessary investigations; and
- Made its own assessment of the equipment,

Prior to submitting the Tender. The Tenderer agrees and acknowledges that if its Tender is accepted:

- It will be deemed to have entered into the purchase of the equipment relying exclusively on its own investigations, interpretations and determinations;
- It will have obtained, its own independent advice in relation to the request for tender and the equipment, the information provided in connection with the request for tender and the equipment and any relevant risks, contingencies and other circumstances having an effect on its Tender and its decision to purchase the equipment, including the impact of any relevant legislation;
- It agrees the Council will not be liable to it in relation to any claim arising out of, or in any way connected with, any errors in or omissions from the request for tender or any other information provided to or received by it from any person in connection with the tender process; and
- It agrees the Council will not be liable to it in relation to any claim arising out of, or in any way connected with the purchase or use of the equipment by the successful Tenderer or any other party.

### *Risk in the Equipment*

If its Tender is accepted, risk in the equipment passes to the successful Tenderer upon the date of the notification of acceptance of tender.

### *Title in the Equipment*

If its Tender is accepted, title in the equipment passes to the successful Tenderer upon payment by the successful Tenderer to the Council of the full amount due.

### *Submitting of Prices*

A Tender may submit its tender prices for any number of items provided for in the Tender Form. The Council reserves the right to accept the tender as a whole to a sole Tenderer or award the tender as separable portions according to equipment items to multiple Tenderers.

### *Payment Terms / Removal of Equipment*

If its Tender is accepted, the Tenderer must pay for and remove the equipment from the Doone Kennedy Hobart Aquatic Centre, within 30 calendar days of receipt of the Council's notification of acceptance of tender. The notification of acceptance of tender will not be issued until such time as the equipment offered for sale under this RFT is surplus to Council's needs. The successful Tenderer will be responsible for loading and transportation of the equipment.

### *Goods and Services Tax (GST)*

The tenderer must pay GST in addition to their purchase price submitted on the equipment.

GST means the prevailing rate of goods and services tax as imposed by the GST Law.

## **14. Information to Accompany the Tender**

It is the Tenderer's responsibility to ensure that the Tender is accompanied by the required information.

Failure by the Tenderer to provide any required information or errors or omissions in any of the information supplied in response to the conditions for participation may render the Tender liable to rejection without being evaluated.

Errors, omissions or weaknesses in, and risks to the Council evident from, the information submitted by the Tenderer in response to the evaluation criteria will result in a diminished Tender evaluation.



## 15. Tender Evaluation

### *Conformance*

Tenders will initially be assessed for conformance. A conforming Tender shall be taken to mean a tender lodged by an entity able to enter into a contract with the Council for the specified equipment and which is in agreement and compliance with the Conditions of Tendering.

Only confirming tenders will be progressed to the tender evaluation.

### *Commercial Benefit*

The Council in evaluating tenders will consider which tender(s) provides the highest level of commercial benefit to the Council.

### *Consideration of Supply Tender*

In evaluating tenders, the Council will have consideration to the purchase prices submitted by the tenders of this RFT.

## 16. Reservations

### *Council may suspend or cease the Tender Process*

At its discretion, Council reserves the right to suspend or cease the Tender process at any time prior to the awarding of a Contract by issuing a notice to the parties who have downloaded the Tender documents from the Hobart City Council e-tendering portal website.

### *Council is not obliged to accept any Tender*

The Council is not necessarily obliged to accept the lowest priced or any other Tender and may reject all Tenders.

### *Representations do not bind Council*

The Request for Tenders must not be construed as making any express or implied representation, undertaking or commitment by the Council that it will enter into a binding Contract with any person to sell the spin bikes.

### *Council is not liable to Reimburse Costs*

The Council will neither be responsible for, nor pay for, any expense or loss incurred by a Tenderer for preparing or lodging a Tender or providing additional information or clarification during the evaluation of a Tender.

## 17. Ownership of Tenders and Confidentiality

### *RFT remains the Council's Property*

The Tenderer agrees and acknowledges that the entirety of this RFT, and any of the documents, information or other materials provided to Tenderers by, or on behalf of, the Council in connection to the RFT, remains the property of the Council and may be used by the Tenderer to the extent required only to prepare its Tender.

### *Tenderer must not Disclose*

A Tenderer or other person receiving the Request for Tenders must not publish, disclose or copy any of its content, except as necessary to prepare its Tender. The Tenderer must keep confidential all information provided by or on behalf of the Council as part of, or in connection to, the Request for Tenders.

*Disclosure by the Council*

The Council may reproduce and disclose or distribute and save or store all or part of a Tender as required to enable the Tender evaluation process and as necessary to meet its legal, governmental and other obligations.

The Council will disclose the name of the successful Tenderer to unsuccessful Tenderers.

*Ownership of Tenders*

All Tenders become the property of the Council immediately upon submission.

**18. Enquires after the Closing Date**

Any requests or queries regarding the Tender process **after the Closing Date** must be referred to the Contact Officer via email to [procurement@hobartcity.com.au](mailto:procurement@hobartcity.com.au)

Council reserves the right not to respond to any requests for clarification or for additional information sent via email after the Closing Date.